Lacoste, David

ACCEPTED Legal 2039-1-17

From:

Mattison, Jeanette [Jeanette.Mattison@BellSouth.com]

Sent:

Thursday, September 09, 2004 9:22 AM

To:

Lacoste, David

Subject:

FW: 2000-548-C - 2nd Amendment to Interconnection Agreement with South Carolina Net,

Inc



SEP 1 0 2004

E C E I V E

UTILITIES DEPARTMENT

Attached is the correct letter for SC Net. I am so sorry for the error.

BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

September 9, 2004

Mr. David Lacoste Public Service Commission of SC Post Office Drawer 11649 Columbia, South Carolina 29211

Re:

Second Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and South Carolina Net, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. 2000-548-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and South Carolina Net, Inc. submit to the South Carolina Public Service Commission their second amendment to the interconnection agreement by and between BellSouth and South Carolina Net, Inc.

The effective date of this amendment is August 16, 2004 and it expires on June 13, 2006.

Very truly yours,

s/C. Lesley Addis

CLA/jbm Enclosure

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\South Carolina

Amendment
To the
Interconnection Agreement
Between
South Carolina Net, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 14, 2003

Pursuant to this Ameridment, (the "Amendment"), South Carolina Net, Inc. (South Carolina Net), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 14, 2003 ("Agreement") to be effective with the last signature executing the Amendment.

WHEREAS, BellSouth and South Carolina Net entered into the Agreement on June 14, 2003, and;

WHEREAS, BellSouth and South Carolina Net are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability South Carolina Net shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
- 3. All of the other provisions of the Agreement dated June 14, 2003 shall remain unchanged and in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Mould State

By: Mould State

Name: Kristen É. Rowe

Name: Mark S. STOKES

Title: Director

Date: 8/16/04

Date: 8/10/04